

GENERAL INFORMATION CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1510-022 TRAFFIC SIGNAL HOUSINGS WITH BACKPLATES & PEDESTRIAN SIGNAL HOUSINGS

DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER PRIOR TO:

February 19, 2015 @ 2:00PM CST
NO LATE BIDS WILL BE ACCEPTED
ORIGINAL AND ONE HARD COPY REQUIRED

DOCUMENTS MAY BE DELIVERED OR MAILED TO:

CITY OF FRISCO DANIEL FORD PURCHASING MANAGER 6101 FRISCO SQUARE BLVD FRISCO, TX 75034

Deadline for Submittal of Questions

February 10, 2015 4:00pm CST Send to Purchasing@friscotexas.gov

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Daniel Ford, CPPO, CPPB
Purchasing Manager
dford@friscotexas.gov
972 292 5545

Marilyn Probstfeld, CPPB, C.P.M. Buyer mprobstfeld@friscotexas.gov 972 292 5542



CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1510-022

BIDDER MUST SUBMIT ORIGINAL BID PLUS ONE HARD COPY TO FACILITATE EVALUATION. IF ONE HARD COPY IS NOT SUBMITTED WITH THE ORIGINAL, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for Traffic Signal Housings with Backplates & Pedestrian Signal Housings.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

BIDS MUST BE RECEIVED ON FEBRUARY 19, 2015 BY 2:00 PM CENTRAL STANDARD TIME (CST) BY THE PURCHASING MANAGER. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NON-RESPONSIVE.

Bids will be publicly opened and read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on February 19, 2015 at 2:05 PM CST.

Write the competitive sealed bid number, 1510-022, name of bid, Traffic Signal Housings with Backplates & Pedestrian Signal Housings, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

- 2. FORM: Bidders must submit original and one (1) hard copy of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copies may result in the bid being declared non responsive to specification and may not be further evaluated.
- 3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
- 4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
- 5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
- 6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
- 7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
- 8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
- 9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn

- after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.
- 10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
- 11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
- 12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
- 13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
- 14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.
 - The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.
- 15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
- 16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Purchasing Manager within five (5) days of the staff recommendation memo. Unless otherwise

- provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.
- 17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
- 18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

- 19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.
 - F. Provide three (3) references to the City for current or previous contracts (within three years) where the same or similar products and or services as contained in this bid were provided.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

- 20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.
- 22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
- 23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

- 24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
- 25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

- 27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
- 29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
- 31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
- 32. INVOICES: Invoices must be submitted by the successful bidder to: accountspayable@friscotexas.gov

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

- 34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
- 35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
- 36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
- 37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
- 38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
- 39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

- 41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
- 43. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 44. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
 - 45. PREVAILING WAGE RATES: Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and

its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

46. APPLICABLE LAW: Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1. Name the City, its officers, agents, representatives, and employees as additional insured's as to all applicable coverage with the exception of workers compensation insurance.
- 2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- 3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
Type or contract	Type and ameant of mearanee

Special Events General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

> Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDYYYYY) 04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

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PRODUCER			CONTA	CONTACT John Smith							
AB(C Insurance Brokerage					PHONE (AAC, No. Ext): 972-555-5555 (AAC, No.): 972-555-5556					
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Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

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2.	Name and address of pr majority owner:	incipal place of business, and pl	none number of your company's
3.	Name and address of prultimate parent company	incipal place of business, and pl	none number of your company's
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owned service	I businesses to the greates and construction project minority or woman-owned	isco to involve small businesses test extent possible in the proots. To assist us in our record keep d firms you would be utilizing in	curement of goods, equipment bing, please list below the names
	NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?
1. Sole Proprietorship YES NO 2. Partnership YES NO 3. Corporation YES NO
If company is a sole proprietorship, list the owner's full legal name:
If company is a partnership, list the partner's full legal name(s):
If company is a corporation, list the full legal name as listed on the corporate charter:
Is this firm a minority, or woman-owned business enterprise?
NO YES
Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? NO YES
If yes, specify governmental agency:
Date of certification:

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

THE STATE OF
I,, a member of the Contractor team, make this affidavit and hereby under oath
state the following:
I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):
Ownership of ten percent (10%) or more of the voting shares of the business entity. Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000). A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
Other:
None of the Above.
Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.
Signed this day of, 2015.
Signature of Official/Title
BEFORE ME, the undersigned authority, this day personally appeared, and on oath stated that the facts hereinabove stated are true to the best of
his/her knowledge or belief.
Sworn to and subscribed before me on this day of, 2015.
Notary Public in and for the State of My commission expires:

CIQ Form-To be completed by the Bidder and Submitted with Bid

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ				
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY				
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	Date Received				
Check this box if you are filing an update to a previously filed questionnaire.					
(The law requires that you file an updated completed questionnaire with the application that the 7th business day after the date the originally filed questionnaire become					
Name of local government officer with whom filer has employment or business relationshi	р.				
Name of Officer					
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment					
income, from the filer of the questionnaire? Yes No					
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?					
Yes No					
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?					
Yes No					
D. Describe each employment or business relationship with the local government officer nar	ned in this section.				
4					
Signature of person doing business with the governmental entity	Date				
	Adopted 06/29/2007				

BIDDER REMINDER LIST:

REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (1) HARD COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

Schedule of Events

Public Notification/Advertisement January 30, 2015 February 6, 2015

Pre-Bid Meeting N/A

Deadline for Submitting Questions February 10, 2015 4:00PM CST February 19, 2015 2:00PM CST

Questions Concerning this bid are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

SEE ATTACHED SPECIFICATIONS/BID FORM

COMPETITIVE SEALED BID NO. 1510-022 TRAFFIC SIGNAL HOUSINGS WITH BACKPLATES & PEDESTRIAN SIGNAL HOUSINGS

- A. GENERAL Through this competitive sealed bid, the City of Frisco intends to establish an annual fixed price contract for the purchase of these items on an "as needed" basis. The term of this contract will be for one (1) year, with four (4) optional one (1) year renewals. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.
- B. PRICING All pricing must include delivery costs.

CITY OF FRISCO SPECIFICATION

ITEM: TRAFFIC SIGNAL HEAD HOUSING, 12", 3, 4, AND 5 SECTION, POLYCARBONATE, BLACK.

1. PURPOSE

The purpose of this specification is to set forth the minimum design and operating requirements for polycarbonate adjustable face traffic signal head housings. The signal heads shall be supplied **without lenses**, **lamp sockets or reflectors**.

2. **GENERAL**

- 2.1 The signal heads shall conform to all of the latest Institute of Transportation Engineers (ITE) Specifications.
- 2.2 The signal heads shall consist of three (3), four (4), or five (5) signal sections, as specified. Each section shall be of such design and construction as to fit together rigidly and securely to prevent the entrance of dirt and moisture and to prevent the rotation and/or misalignment of the individual signal sections with each other.
- 2.3 The signal heads shall be arranged for a horizontal installation.

3. **HOUSING**

- 3.1 The housing of each signal section shall be of one-piece virgin ultra-violet stabilized polycarbonate resin of the specified color, injection molded complete with integral top, bottom, and sides having a minimum thickness of 0.10 inches.
- 3.2 All parts shall be clean, smooth, and free of flaws, cracks, and other imperfections.
- 3.3 The front of the housing shall be square or rectangular in shape.
- 3.4 Each section of each signal head shall be equipped with a two-row bridged five position terminal block for termination of field wires. The terminal block shall have **quick-connect**

male connectors for lamp socket or LED connection wires and #10 screws for field wire connections.

- 3.5 Openings in the top and bottom shall accommodate standard 1-1/2 inch iron fittings.
- 3.6 The top and bottom of each section shall have an integral locking ring with 72 serration's to permit the rotation of signal sections with each other in five degree increments.
- 3.7 Individual sections shall be fastened together with coupling washer assembly composed of two washers and three zinc-plated bolts, nuts, and lock-washers. The center hole in the washers shall be large enough to accommodate one 3/4 inch cable.
- 3.8 Each housing shall have two integral hinge lugs with stainless steel hinge pins located on the left side for mounting the door.
- 3.9 The housing shall have integral latching bolt lugs located on the right side. Stainless steel latching bolts and over-size **integral-washer wing nuts** shall be included on each housing. Twelve inch sections shall have two latching bolt lugs.

4. DOOR

- 4.1 Each signal section shall be equipped with a square or rectangular door. A neoprene gasket shall be contained in either the door or the section and shall mate with a rib when the door is closed to provide a weather-tight seal.
- 4.2 The door of each section shall be of one-piece virgin ultra-violet stabilized polycarbonate resin of the specified color, injection molded with a minimum thickness of 0.10 inches.
- 4.3 The outside of the door shall have an integral locking rim completely encircling the lens opening to prevent any light leakage between the door and the visor.
- 4.4 The door shall be equipped with four holes located 90 degrees apart around the lens opening for the purpose of mounting the visors. **Threaded brass inserts** shall be installed in each hole and a stainless steel screw provided for each insert. **The hole spacing shall accommodate both LFE and TCT visors.**
- 4.5 The inside of the door shall have a groove to accommodate a one-piece air-cored neoprene lens gasket providing a weatherproof and dust-proof seal between the door and the housing when the door is in the closed position.
- 4.6 The inside of the door shall have **four threaded brass inserts for lens gasket clamps** and stainless steel screws for securing the lens gasket and lens or LED to the door.
- 4.7 The door shall be designed to accommodate any standard LED of 12 inch nominal diameter, as specified.
- 4.8 The door shall include two integral hinge lugs on the left side that mate with the corresponding lugs of the signal housing.

4.9 The right side of the door shall have integral fork lugs to accommodate the latching bolts and over-sized washerless wing nuts located on the housing. Twelve inch sections shall have two forked lugs.

5. **VISORS**

- 5.1 Visors shall be constructed of ultra-violet stabilized virgin polycarbonate material with a minimum thickness of 0.06 inches, matching the specified color of the housing.
- 5.2 All signal sections for three (3), four (4), or five (5) section signal heads shall be provided with tunnel visors encircling 300 degrees of the lens.
- 5.3 Visors shall be designed with a three (3) degree downward tilt.
- 5.4 The visor shall be designed to fit tightly against the door to prevent light filtration between the visor and the door.
- 5.5 Visors shall be mounted on the face of the door using stainless steel screws. The screws shall be of sufficient length to allow mounting or removing the visor without removing the screws.
- 5.6 Mounting holes in the visor or visor tabs shall be spaced at 90 degree intervals to allow visor installation in quarter-turn increments.
- 5.7 It shall be possible to install or remove a visor without opening the door or loosening any signal section parts other than the visor mounting screws.
- 5.8 The visors shall be interchangeable with LFE and TCT brand polycarbonate signal heads.

6. TRAFFIC SIGNAL BACKPLATES, POLYCARBONATE, BLACK

All backplates shall be one (1) piece, vacuum formed construction that may or may not be louvered. They shall be molded of 0.125 inch Acrylonitrile Butadiene Styrene (ABS) material having a "hair cell" finish on the front surface and a flat finish on the rear side. Backplates shall be black in color and shall be molded to conform to the general outline of the rear of the signal head to which they are to be attached. Backplates shall provide five (5) inches of increase target area around all sides of the signal head. To provide increased rigidity, each backplate shall be molded with a stiffener lip of approximately one (1) inch width which shall completely surround both the inner and outer edges of the backplate.

Each backplate shall be supplied with appropriate mounting hardware which shall include a minimum of four (4) fasteners for each signal head section of which the backplate in intended. Each fastener assembly shall include an appropriately sized bolt, a stop nut, and a large "fender" washer to increase the bearing surface of the fastener to the backplate.

7. COLOR

- 7.1 The color for the signal housing and doors shall be federal highway black.
- 7.2 The color for the visors shall be black interior with federal highway black exterior for Black signal heads.
- 8. **MISC.**
- 8.1 All screws, nuts, latching bolts, and hinge pins shall be 300 series stainless steel.
- 8.2 Visors shall be packaged separately.
- 8.4 Two (2) parts catalogues with price sheets shall be provided.

9. PACKAGING

9.1 One signal head shall be packaged in an individual cardboard carton. The purchase order number and specification number identified on the P.O. shall be affixed to the outside of the red section of the end of the carton. All visor cartons shall be marked on the SIDES with the P.O. number and specification number listed on the P.O.

10. **TESTING AND ACCEPTANCE**

- 10.1 Upon request by the Engineering Department, the apparent successful bidder shall furnish a sample of the equipment proposed. Any differences between the sample and the equipment to be furnished shall be noted by the supplier. All costs related to the sample, including delivery, are the responsibility of the vendor.
- 10.2 The sample, if requested, shall be supplied within two weeks from the date of request.
- 10.3 The sample may be examined and tested by the City of Frisco both in the shop and under normal installed conditions. Failure of the equipment to meet these specifications or perform acceptably shall be cause to reject the supplier's bid.
- 10.4 Samples will be returned after testing if requested by the supplier. The sample may be considered as part of the shipment by a supplier if a purchase order is issued and it is identical to the other signal heads to be supplied.

11. **ACCEPTABLE BRANDS**

11.1 Acceptable brands shall include TCT, LFE, General Traffic Equipment, Chapel Hill, Econolite, McCain, and Eagle. Any requests for an approved equivalent must be submitted to purchasing@friscotexas.gov prior to the question deadline for this bid. If

any additional acceptable brands are determined, it will be provided in an addendum posted to www.friscotexas.gov/bids prior to the bid opening.

12. **EXCEPTIONS**

- 12.1 Any and all exceptions to the specifications shall be described on the bid quotation. City staff will review exceptions and determine if the bid is responsive.
- 12.2 Exceptions should reference the specification section and explain the variance between the specification and the proposed equipment.

13. **WARRANTY**

The entire signal head assembly including the visor, lens, reflector, lamp sockets, housing, door frame, terminal blocks, wires, and backplates shall be warranted for a minimum of two (2) years against defects in workmanship and/or materials. All painted surfaces shall be warranted for a minimum period of two (2) years against fading, flaking, or discoloration. If an item fails at any time during its warranty period, the entire assembly shall be replaced at no cost to the City.

A written warranty statement that complies with the warranty requirements of this specification shall be included with the bid response if bidding on these items.

CITY OF FRISCO SPECIFICATION

ITEM: PEDESTRIAN SIGNAL HEAD HOUSING, SINGLE SECTION, ALUMINUM

1. PURPOSE

The purpose of this specification is to set forth the minimum design and operating requirements for a polycarbonate pedestrian signal head housing. The signal heads shall be supplied **without lenses**, **lamp sockets or reflectors**, in federal black color.

2. **GENERAL**

- 2.1 The signal heads shall conform to all of the latest ITE Specifications
- 2.2 This specification describes the requirements for pedestrian signal head housing. It shall consist of one-piece aluminum housing, a one-piece aluminum swing down door frame, a terminal block and stainless steel hinge pins and latches. A two-piece clamshell type mounting bracket shall be used to attach the pedestrian signal head to the signal pole.

3. **DIMENSIONS AND WEIGHT**

Dimensions of the signal head assembly shall be approximately 18.5 inches wide, 18.75 inches high, and 9 inches deep. The 9 inches deep dimension includes the visor and hinges. The maximum weight of the signal head, less mounting bracket, shall not exceed twenty-one pounds.

4. HOUSING

The single piece housing shall be die cast of corrosion resistant aluminum alloy complete with integrally cast top, bottom, sides, and back. Four (4) integrally cast hinge lug pairs, two (2) at the top and two (2) at the bottom of the housing, shall be provided for the operation of a swing down door.

5. TERMINAL BLOCKS

A three (3) position double-row, screw type terminal block with #10 binder head screws shall be mounted on the backplate inside the pedestrian signal housing.

6. **DOOR FRAME**

The cast aluminum door frame shall be cast complete with two (2) hinge lugs at the bottom and two (2) latch slots cast at the top of the door. The door shall be attached to the case by two (2) type 304 stainless steel spring pins or stainless steel detent type clevis pins. For locking the door shut, two (2) stainless steel hinged bolts with captive stainless steel wing nuts with integral washers shall be attached to the top of the case with stainless steel spring pins or stainless steel detent type clevis pins. All screws provided in addition to those detailed above shall be stainless steel, captive type screws.

7. MOUNTING BRACKET – CLAMSHELL TYPE

The pedestrian signal shall be mounted using a two-piece swing-open hinged clamshell type mounting bracket with a double row three position terminal block. The terminal block shall incorporate vertical (90°) quick-connect connectors on #10 binder head screws for both housing and field wires. The internal wiring shall use fully insulated, solderless quick-connectors for connecting to the terminal block. The design of the clamshell mounting bracket shall be such that one half of the bracket is attached to the pedestrian signal head housing and the other half is attached to the signal pole. The terminal block shall be installed on the bracket half affixed to the signal head housing. The clamshell mounting bracket shall be a weatherproof enclosure when closed. It shall have an automotive grade neoprene gasket to keep moisture out of the bracket assembly.

The clamshell mounting bracket hinge shall be designed so the pedestrian signal head assembly can be removed by opening the bracket and sliding the signal head assembly vertically upward off the hinge pins leaving the half of the clamshell bracket with the hinge pins attached to the signal pole. No tools shall be required to attach or detach the two halves of the bracket.

When the two bracket halves are mated, the pedestrian signal head housing can be locked into position using a single stainless steel vandal proof screw. When this screw is removed, it shall be possible to swing the mounting bracket open to access the terminal block. Terminal block access via removal of covers or access panels is not acceptable. When opened, the clamshell mounting bracket shall support the full weight of the head assembly.

The clamshell mount shall provide for three methods of installation without any modification:

- a. Through bolt
- b. Banding
- c. Lag screws (wood pole)

8. PAINTING AND COLORS

Prior to final assembly the housing, door frame, and other aluminum components shall be cleaned and etched with an iron phosphate solution. After rinsing, the aluminum components shall be sealed with a chemical sealer. A top grade T.G.I.C. polyester powder coat paint shall be electrostatically applied and oven baked at 400° for a period of time in accordance with the paint manufacturer's recommendation. The minimum thickness of the applied paint shall be at least 2 mil.

The paint color shall be federal black for the signal head housing and the clamshell mounting bracket shall match the color of the signal head. The paint color for the aluminum parts of the door shall be flat black.

9. ORDERING INFORMATION

Pedestrian signal head assemblies are to be delivered with brackets attached, unless otherwise specified. The location of the mounting bracket on either the left or right side of the head housing shall determine whether the assembly is to be installed to the right or left of the mounting pole. Heads with the bracket attached to the left side of the housing when viewed from the lens side of the head are considered "right of pole" mount. Heads with the mounting bracket attached to the right side of the housing when viewed from the lens side of the head are considered "left of pole" mount. The bid request shall specify the quantity of each type.

10. **WARRANTY**

The entire pedestrian signal head assembly including the lamp sockets, housing, door frame, terminal blocks, and wires shall be warranted for a minimum of two (2) years against defects in workmanship and/or materials. All painted surfaces shall be warranted for a minimum period of two (2) years against fading, flaking, or discoloration. If an item fails at any time during its warranty period, the entire assembly shall be replaced at no cost to the City.

A written warranty statement that complies with the warranty requirements of this specification shall be included with the bid response if bidding on these items.



GENERAL INFORMATION

CITY OF FRISCO, TEXAS CITY OF FRISCO PURCHASING DIVISION

BID FORM CSB #1510-022 TRAFFIC SIGNAL HOUSINGS WITH BACKPLATES & PEDESTRIAN SIGNAL HOUSINGS

TRAFFIC SIGNAL HOUSINGS WITH BACKPLATES & PEDESTRIAL SIGNAL HOUSINGS PRICING MUST INCLUDE DELIVERY COSTS

Item	Description	Units	Budgeted Qty.	Unit Cost	Extended Cost	Delivery (in days)
1	Signal Head Housing 4 Section 12" Horizontal, Black with Backplates	Each	5			, , ,
2	Signal Head Housing 3 Section 12" Horizontal, Black with Backplates	Each	70			
3	Signal Head Housing 5 Section 12" Horizontal, Black with Backplates	Each	45			
4	Signal Head Housing 4 Section 12" Horizontal, Black with Louvered Backplates	Each	1 *			
5	Signal Head Housing 3 Section 12" Horizontal, Black with Louvered Backplates	Each	1 *			
6	Signal Head Housing 5 Section 12" Horizontal, Black with Louvered Backplates	Each	1 *			
7	Pedestrian Signal Head Housing, Single Section, Aluminum 16"x18"	Each	60			
·	_	d Total:				

Grand Total:	
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^{*} Items with a quantity 1 do not have a current forecasted use for FY 2015, but the City anticipates possible future use.

References
Please provide 3 references for which you have provided similar products for.

1.	Owner:	Contact Name
	Email Address:	Phone:
	Products Supplied/Annual Cost:	
	Completion Date:	
2.	Owner:	Contact Name
		Phone:
	Products Supplied/Annual Cost:	
	Completion Date:	
3.	Owner:	Contact Name
	Email Address:	Phone:
	Products Supplied/Annual Cost:	
	Completion Date:	

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Competitive Sealed Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:				_		
Address of Bidder:				_		
Telephone Number:		Fax				
E-mail address:						
Ву:						
Title:		Federal I	D #/SSN	#:		
Signature:						
Acknowledgement of Addenda: #1	#2	#3	#4	#5_		